

DVHA Routing Form

Type of Agreement: Contract Agreement #: 16800 Form of Agreement: Amendment Amendment #: 5
 Name of Recipient: Lake Champlain Capital Management, LLC Vendor #: 274800
 Agreement Manager: Jason Elledge Phone #: 802-879-5946

Brief Explanation of Agreement: Six month extension of payment reform duties to continue to develop a model and associated projections related to payment reform based upon shared interests.

Start Date: March 1, 2010 End Date: December 31, 2012 Maximum Amount: \$357,176.00

Amendments Only: Maximum Prior Amount: \$334,616.00 Percentage of Change: 6.74%

Bid Process (Contracts Only): ☒ Standard ☐ Simplified ☐ Sole Source ☐ Statutory ☐ Master Contract SOW

Funding Source			
Global Commitment 93.778	\$357,176.00		

Contents of Attached Packet

☒ AA-14 ☐ Attachments A, B, C & F ☐ Attachment G - Academic Research
☐ Sole Source Memo ☐ Attachment D - Modifications to C & F ☐ MOU
☒ Qualitative/Justification Memo ☐ Attachment E - Business Associate Agreement ☒ Other: Amendments 5,4,3,2,1, Original

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	Kate Jones	12/1/11	12/1/11
DVHA BO	Jill Gould	12/19/11	12/19/11
DVHA Commissioner	Mark Larson	12/19/11	12/19/11
AHS Attorney General	Seth Steinzor		12/30/11
Following Approvals for Contracts Only:			
AHS CIO			
AHS Central Office	Martha Faber		
AHS Secretary	Patrick Flood, Dept Sec		

Vision Account Codes: 3410010000 20405 507600 41628(\$282,540), 41491(\$12,596) & 41626(\$62,040)

Initials & Date

☐ Subrecipient Module Entry
☐ FFATA Entry

Vision PO #:

3074 - CLOSED
3654

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (10/18/2010)

Note: All sections are required. Incomplete forms will be returned to department.

CHECK ONLY ONE BOX IF APPLICABLE:

I. CONTRACT INFORMATION:

☐ ARRA Contract☐ ACA Contract

Agency/Department: AHS/ DVHA

Contract #: 16800

Amendment #: 5

Vendor Name: Lake Champlain Capital Management, LLC

VISION Vendor No: 274800

Vendor Address: 1018 Cheese Factory Road, Shelburne, VT 05482

Starting Date: 3/1/2010

Ending Date: 12/31/2012

Amendment Date: ~~1/15/2012~~ upon execution

Summary of agreement or amendment: Six month extension to continue to develop a model and associated projections related to Payment Reform based upon Shared Interests.

II. FINANCIAL INFORMATION

Maximum Payable: \$357,176 Prior Maximum: \$ 334,616 Prior Contract # (If Renewal):

Current Amendment: \$22,560 Cumulative amendments: \$ 282,176 % Cumulative Change: 376.23 %

Business Unit(s): 3410

VISION Account: 507600

II. PERFORMANCE INFORMATION

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties?

☒ Yes ☐ No

Estimated Funding Split: G-Fund % S-Fund % F-Fund % GC-Fund 100.00 % Other %

III. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

☒ Standard bid or RFP ☐ Simplified Bid ☐ Sole Sourced ☐ Qualification Based Selection ☐ Statutory

IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: ☐ Service ☒ Personal Service ☐ Architect/Engineer ☐ Construction ☐ Marketing
☐ Information Technology ☐ Other, describe:

V. SUITABILITY FOR CONTRACT FOR SERVICE

☒ Yes ☐ No ☐ n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

VI. CONFLICT OF INTEREST

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VII. PRIOR APPROVALS REQUIRED OR REQUESTED

☒ Yes ☐ No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)☒ Yes ☐ No I request the Attorney General review this agreement as to form
No, already performed by in-house AAG or counsel: _____ (initial)☐ Yes ☒ No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and Telecommunications over \$100,000☐ Yes ☒ No Agreement must be approved by the CMO; for Marketing services over \$15,000☐ Yes ☒ No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)☒ Yes ☐ No Agreement must be approved by the Secretary of AdministrationVIII. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL *11/16/12*

I have made reasonable inquiry as to the accuracy of the above information:

Date *12/14/12* Agency / Department Head *[Signature]*Date *1/1/12* Agency Secretary or Other Department Head (if required) *Christina M. O'Brien*Date *1/3/12* Approval by Attorney General *[Signature]*Date *N/A* Approved by Commissioner of Human ResourcesDate *N/A* CIO (initial) DateDate *1/3/12* Secretary of Administration *[Signature]*RECEIVED
JAN 13 2012




Office of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495
www.ovha.vermont.gov

[phone] 802-879-5900

Agency of Human Services

MEMORANDUM

TO: Jeb Spaulding; Secretary, Agency of Administration (AOA)

FROM: Mark Larson; Commissioner, Department of Vermont Health Access (DVHA) 

THROUGH: Doug Racine; Secretary, Agency of Human Services (AHS)

DATE: December 15th, 2011


SUBJECT: Approval for Contract Amendment to Lake Champlain Capital Management (Contract #16800)
Current Value of Contract: \$334,616: Amended Amount: \$357,176
Current Duration is: 03/01/10 – 12/31/12

DVHA is amending contract number 16800. Lake Champlain Capital Management has been requested to provide additional consultation and assistance in developing a financial model. Adapted from the Blueprint financial model, DVHA seeks a model appropriate for use in extending the financial modeling to support payment reform pilots. This amendment extends these Blueprint payment reform services for an additional 6 months.

For purposes of financial modeling to support payment reform pilots it is anticipated that the assignment will require not less than 120 hours of Contractor work between December 16, 2011 and June 30, 2012. At the Contractor's rate of \$188 per hour, the total professional fee cost of the project is \$22,560.

This contract was originally placed out to bid in 2008 and followed the standard bidding process. Lake Champlain Capital Management (Greg Peters) is an excellent and valued Blueprint contractor whose services help us with the very important task of evaluating the effectiveness of the Blueprint. He is thorough, concise and timely with his monthly reporting. Although not "on call" for the Blueprint, Greg has been available with little notice to present his financial modeling to the legislature and other Blueprint stakeholders.

The funding for this amendment will be covered by the Global Commitment to Health Appropriations and complies with all mandatory provisions of AOA Bulletin 3.5. OVHA looks forward to approval of this amendment.

APPROVAL: 
JEB SPAULDING, SECRETARY OF ADMINISTRATION

DATE: 1/13/12

STATE OF VERMONT, DEPT VERMONT HEALTH ACCESS
AMENDMENT TO CONTRACT FOR PERSONAL SERVICES
LAKE CHAMPLAIN CAPITAL MANAGEMENT, LLC

RECEIVED

JAN 20 2012

DEPARTMENT OF VERMONT
HEALTH ACCESS

PAGE 1 OF 1
CONTRACT #16800
AMENDMENT #5

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Lake Champlain Capital Management, LLC (hereafter called the "Contractor") that contract number 16800, effective 3/1/10, is hereby amended effective upon execution, as follows:

By deleting in Amendment number 4, on page 1 of 2, Item 1 (Section 3. Maximum Amount) and substituting in lieu thereof the following Section 3 language:

3. Maximum Amount. In consideration of the services to be performed by the Contractor, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$357,176.

By deleting in amendment number 2, on page 2 of 18, the Blueprint payment reform language in the Scope of Work, Deliverables, second paragraph, as amended on June 27, 2011, and substituting in lieu thereof the following paragraph:

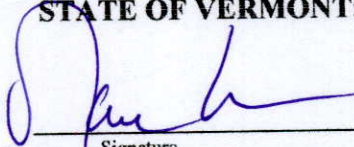
It is anticipated that the assignment will require not less than 280 hours of Contractor work between June 1, 2011 and June 30, 2012. For invoicing purposes, this task will break down to 20 hours per month for six months. In the event that the project may take longer than anticipated during the contract period, the Contractor will reserve (the "Reserve") up to an additional 50 hours at the specified billing rate as outlined in Attachment B of this document. The use of that Reserve would only take place with the prior approval of the Director of the Blueprint and/or the Director of Payment Reform.

By deleting in Amendment number 4, on page 1 of 2 Attachment B, Payment Provisions, second paragraph and substituting in lieu thereof the following:

Contractor will invoice monthly, for services performed in this contract. The contract maximum is \$357,176.00. Monthly program reports will outline progress toward completing deliverables as noted in Attachment A, as well as the work planned for the next month. The monthly program report will be in sufficient detail as to document progress toward and/or achievement of deliverables described in Attachment A. Contractor will be paid an hourly rate of \$188.00.

This amendment consists of 1 page. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#16800) dated 3/1/10 shall remain unchanged and in full force and effect.

STATE OF VERMONT:



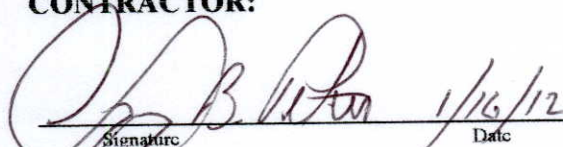
Signature

1.25.12

Date

Mark Larson, Commissioner
Department of Vermont Health Access

CONTRACTOR:



Signature

1/16/12

Date

Greg Peters
Lake Champlain Capital Management, LLC